Appendix A

United States Court of Appeals
for the Ninth Circuit

No. 17,843

ARVIL R. HARDCASTLE, et al.,
Appellants,

vs.

WESTERN GREYHOUND LINES, et al.,
Appellees.

JUDGMENT

Appeal from the United States District Court for the Northern District of California, Southern Division.

This cause came on to be heard on the Transcript of the Record from the United States District Court for the Northern District of California, Southern Division, and was duly submitted.

On Consideration Whereof, It is now here ordered and adjudged by this Court, that the order of the said District Court in this Cause be, and hereby is affirmed.

Filed and entered May 16, 1962.

Appendix B

In the United States District Court
Northern District of California
Southern Division

No. 40,586
No. 40,587

ARVIL R. HARDCASTLE, VERNON E. CLARY, LAWRENCE J. STARKEL, JAMES H. KREIDER, ROBERT D. MOCK, on their own behalf and on behalf of others similarly situated,

Plaintiffs,

vs.

WESTERN GREYHOUND LINES (DIVISION OF THE GREYHOUND CORPORATION), a corporation, D. L. RHODES, as an individual in a representative capacity, J. ADORNETTO, as an individual in a representative capacity, DAN BANTA, as an individual in a representative capacity,

Defendants.

ORDER GRANTING MOTION TO DISMISS

The factual considerations giving rise to the litigation are succinctly set forth in the complaint.

Plaintiffs, employees of Western Greyhound Lines, have initiated a class action for declaratory relief against defendant corporation and certain named individuals of the Council of Western Greyhound Amalgamated Divisions (hereinafter referred to as "Council"), in order to enjoin defendants from enforcing the provision in a collective bargaining agree-

ment entered into between Greyhound and Council which establishes a seniority date of June 1, 1957, for union members, including the individuals in the class.[1] Plaintiffs allege that the date of May 28, 1959, when the controlling agreement was consummated, is a fair and proper date for the commencement of seniority rights for all members of the Council.

Between June 1, 1957, and May 28, 1959, collective bargaining agreements were in effect between Greyhound and the Council or its then subdivisions. Under these agreements, plaintiff employees, as well as other members of the union, enjoyed divisional seniority based upon the date of employment within a particular division of Greyhound and were entitled to bid for runs within the division. Such seniority was superior to rights of other Greyhound employees in different divisions regardless of the actual date of employment.

Pursuant to the agreement which became effective May 28, 1959, Greyhound and the Council entered into a contract which protected divisional seniority enjoyed prior to June 1, 1957. For employees hired after that date, seniority would be measured on a company-wide basis. Plaintiff members of the class contend that such contract "arbitrarily, unfairly and capriciously" has taken from them seniority acquired between June 1, 1957, and May 28, 1959, during which period Greyhound assured them of a privileged position within the division.

[1] Although plaintiffs contend they represent a class in the present action, the group whose rights will be purportedly protected by plaintiffs' action is not homogeneous. Some of its members will be adversely affected by the modification sought by plaintiffs.

The particular date of June 1, 1957, represents the date upon which Pacific Greyhound Lines merged with Greyhound Corporation and became the organization which is now being sued as a defendant.

Plaintiffs attempt to bring themselves within the purview of Ferro v. Railway Express Agency, Inc., 296 F.2d 847, wherein it was alleged in part: "That defendants have, in a wilful and malicious manner discriminated against plaintiff in favor of members of Lodge 2147 of the Brotherhood." It appears from the facts therein delineated that bargaining agents sought to draw distinctions based upon power within the union favoring the politically strong against the politically weak. Although Ferro extended the doctrine of Steele v. Louisville & Nashville Ry. Co., 323 U. S. 192, and Ford Motor Company v. Huffman, 345 U. S. 330, neverthless plaintiffs cannot and do not bring themselves within the purview of the holding.

The case at bar does not charge, nor does it contemplate the type of grievance considered in Ferro.

It is significant that an employee does not have a vested nor inherent right to seniority in service. Trailmobile v. Whirls, 331 U. S. 40. The collective bargaining agreement before the court was apparently entered into after an opportunity on both sides to present and voice their differences and individual members of Council were permitted to cast their ballot accordingly, including the issue of seniority.

Whatever problem may exist with respect to altering the operative date from June 1, 1957, to May

28, 1959, is a matter of internal adjustment on the part of the union in its negotiation with Greyhound.

The case of Colbert v. Brotherhood of Railroad Trainmen, 206 F.2d 9, is dispositive of the issues. In that case at page 13, it is said:

> We think appellant failed to appreciate the essential difference between the suit laid in the complaint and cases wherein collective bargaining agreements containing invidious proscriptive factors that are inimical to statutory or constitutional right, such as racial discriminations, are presented to the court. Here no such right is involved. Seniority among railway workers is fundamentally and wholly contractual and it does not arise from mere employment and is not an inherent, natural or constitutional right.
>
> After extended study of the record in the light of applicable decisions of the Supreme Court of the United States, we are unable to find any error in the order granting the motions to dismiss the complaint in the District Court and such order is accordingly affirmed.

The court is without jurisdiction to entertain the complaint and the motion to dismiss is accordingly granted.

Dated, April 11, 1962.

George B. Harris
United States District Judge

Original Filed April 11, 1962;
With Clerk, U. S. District Court,
San Francisco.

Appendix C

(303 F.2d 182)

United States Court of Appeals
for the Ninth Circuit

No. 17,843
May 16, 1962

ARVIL R. HARDCASTLE, VERNON E. CLARY, LAWRENCE J. STARKEL, JAMES H. KREIDER, ROBERT D. MOCK, on their own behalf and on behalf of others similarly situated,
Appellants,

vs.

WESTERN GREYHOUND LINES (DIVISION OF THE GREYHOUND CORPORATION), a corporation, D. L. RHODES, as an individual in a representative capacity, J. ADORNETTO, as an individual in a representative capacity, DAN BANTA, as an individual in a representative capacity,
Appellees.

Appeal from the Judgment of the United States District Court for the Northern District of California, Southern Division.

Before: HAMLIN, KOELSCH and DUNIWAY, Circuit Judges.

HAMLIN, Circuit Judge.

The appellants are all bus driver employees of Western Greyhound Lines which operates bus lines

throughout eleven western states. They brought an action against Western Greyhound Lines and others in the United States District Court for the Northern District of California, Southern Division, for declaratory relief and an injunction alleging that they were unlawfully deprived of certain seniority rights. Appellees moved to dismiss the appellants' complaint for failure to state a claim upon which relief could be granted. Thereafter the parties presented certain documents to the court and certain stipulations of fact were made. The appellants were asked to and did make an offer of proof before the district court. The parties have agreed that the motion before the district court should be considered as a motion for summary judgment. After consideration the motion was granted and this appeal followed. We have jurisdiction under the provisions of 28 U.S.C.A. § 1291.

The stipulation of fact entered into by the parties shows that prior to June 1, 1957, Greyhound Corporation, a Delaware Corporation, was carrying on certain common carrier activities in the northwestern part of the United States under the name Northwest Greyhound Lines, and other common carrier activities were being conducted under the name Northland Greyhound Lines. Also prior to June 1, 1957, Pacific Greyhound Lines, a California corporation, was engaged in the common carrier business in other portions of the western United States. On June 1, 1957, Pacific Greyhound Lines was merged with Greyhound Corporation and the latter corporation survived the merger. Concurrently with the merger

a division of the Greyhound Corporation was established under the name Western Greyhound Lines which division incorporated the former territories serviced by Pacific, Northwest and Northland Greyhound Lines.

Prior to the formation of Western Greyhound Lines on June 1, 1957, the employees in the territory occupied by Western Greyhound Lines were represented for collective bargaining purposes by one or another of several locals or divisions of the Amalgamated Street, Electric Railway, and Motor Coach Employees of America. Prior to and at the time Western Greyhound Lines was formed the various locals and divisions had collective bargaining agreements which provided for divisional seniority rights. Divisional seniority is a system of seniority whereby the operations of an employer are divided into divisions and whereby an employee hired into a particular division has seniority within his division over all other employees in all divisions except those employees who were hired into his particular division before him. An alternative to divisional seniority is system seniority, which means that an employee is senior only to other employees in the entire system who were hired after him. That is, any employee hired before him anywhere in the entire system would have seniority over him.

On January 10, 1958, the above mentioned locals and divisions of the Amalgamated Association formed the Council of Western Greyhound Amalgamated Divisions (referred to herein as the Coun-

cil) which was formed for the purpose of representing all the employees of Western Greyhound Lines. Various collective bargaining agreements were entered into by Western Greyhound Lines and the Council. One agreement which was dated May 28, 1959, superseded prior agreements with respect to seniority rights. It provided that only employees hired before June 1, 1957, would be entitled to retain divisional seniority rights and that all employees hired subsequently to June 1, 1957, would have only system seniority rights.

The appellant bus drivers in this case are all persons who were employed by Western Greyhound Lines between June 1, 1957, and May 28, 1959. The appellants in their complaint alleged that the adoption of system seniority on May 28, 1959, insofar as it operated retroactively to June 1, 1957, "arbitrarily, unfairly and capriciously" took away valuable divisional seniority acquired by the appellants between June 1, 1957, and May 28, 1959, the date when the contract providing for system seniority was executed. The appellants alleged that they were "discriminated against" and that the action was "unreasonable". No contention was made by appellants that the retention of seniority for employees hired before June 1, 1957, was invalid or that the adoption of system seniority for employees hired after May 28, 1959, was invalid.

We have concluded that the motion to dismiss appellants' complaint treated as a motion for summary judgment was properly granted.

In *Steele v. Louisville & N.R. Co.*, 323 U.S. 192 (1944), a case arising under the Railway Labor Act, 45 U.S.C.A. § 151 *et seq.*, the Supreme Court held that a union which purports to represent its entire membership must not engage in "hostile discrimination" against some members, but must attempt to represent all fairly, impartially and in good faith. In *Steele* certain negro railroad firemen were minority members of a union which discriminated against the negro members on the basis of race and which union entered into agreements and adopted rules whereby negroes would ultimately be excluded from the union and from working as railroad firemen. The complaint alleged facts in detail which on their face showed discrimination on account of race.[1]

Subsequent to *Steele*, hostile discrimination by a union against some of its members has been interpreted to be conduct which is proscribed by the National Labor Relations Act, as amended, 29 U.S.C.A. § 151 *et seq.*, just as the proscription existed with respect to the Railway Labor Act. *Ford Motor Co. v. Huffman*, 345 U.S. 330 (1953).[2] Moreover, cases subsequent to *Steele* firmly established that hostile discrimination of any kind is prohibited and that the prohibition is not limited to discrimination on account of race. *E.g.*, *Ford Motor Co. v. Huffman supra*; *Fergo v. Railway Express Agency, Inc.*, 296 F.2d 847 (2d Cir. 1961); *Mount v. Brotherhood of Locomotive Engineers*, 226 F.2d 604 (6th Cir. 1955).

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[1]See also Tunstall v. Brotherhood of Locomotive Firemen & Engineermen, 323 U.S. 210 (1944).

[2]See also Wallace Corp. v. N.L.R.B., 323 U.S. 248, 255 (1944).

Some of the general principles pertaining to collective bargaining and hostile discrimination have been stated by the Supreme Court, in *Ford Motor Co. v. Huffman, supra*, in the following manner:

> [T]he . . . purposes [of the National Labor Relations Act] are broad enough to cover terms of seniority. . . . That the authority of bargaining representatives . . . is not absolute is recognized in *Steele v. Louisville & N.R. Co.*, 323 U.S. 192, 198-199. . . . Their statutory obligation to represent all members of an appropriate unit requires them to make an honest effort to serve the interests of all those members, without hostility to any. [Citations omitted.]
>
> Any authority to negotiate derives its principal strength from a delegation to the negotiators of a discretion to make such concessions and accept such advantages as, in the light of all relevant considerations, they believe will best serve the interests of the parties represented. A major responsibility of negotiators is to weigh the relative advantages and disadvantages of differing proposals. . . . Inevitably differences arise in the manner and degree to which the terms of any negotiated agreement affect individual employees and classes of employees. The mere existence of such differences does not make them invalid. The complete satisfaction of all who are represented is hardly to be expected. A wide range of reasonableness must be allowed a statutory bargaining representative in serving the unit it represents, subject always to complete good faith and honesty of purpose in the exercise of its discretion.[3]

[3] 345 U.S. at 337-8.

An essential element, then, necessary to raise a limitation upon a union's discretion in bargaining with respect to seniority rights is a bad faith motive, an intent to hostilely discriminate against a portion of the union's membership. This element has been present in cases decided subsequent to *Ford Motor Co. v. Huffman, supra,* such as *Ferro v. Railway Express Agency, Inc., supra,*[4] *Mount v. Brotherhood of Locomotive Engineers, supra,*[5] and *Colbert v. Brotherhood*

[4]In *Ferro* a union had an agreement with Railway Express Agency providing for separate seniority districts. There were provisions for transfer of employees from one district to another. When railroad traffic decreased at one terminal due to re-routing, a dispute arose between the union and the employer as to whether men could be transferred from the terminal where work decreased to a terminal where work increased due to the re-routing. A special agreement resulted from negotiations between the union and the employer which provided for the transfer of 65 men. Those not transferred would remain on furlough. These latter persons brought an action against the union and the employer claiming that as members of one local they had been discriminated against in favor of members of another local of their union. Although the complaint broadly alleged that the defendants "have in a willful and malicious manner discriminated against plaintiff in favor of members" of another local, it appeared that plaintiffs relied on the fact that the union in signing the complained of agreement "was motivated by a desire to discriminate against them" (296 F.2d at 850). In addition the affidavit of the plaintiff filed in opposition to a motion for summary judgment stated that the "purpose" of entering into the agreement was "to discriminate against members of a politically weak local . . . in favor of a politically stronger local" (296 F.2d at 851). The court held that a cause of action had been stated within the doctrine of the *Steele* case.

[5]In *Mount* collective bargaining agreements provided for divisional seniority. Two divisions—No. 666 and No. 444—had certain geographical boundaries under which they had been operating for 48 years. No. 444 repeatedly attempted to have the boundaries changed more favorably to it. A referendum was held which sustained the position of No. 666. Within the processes provided by the Union the validity of the referendum was sustained against attacks by No. 444. When the matter was referred to a committee of the union an amendment changing the geographical

of Railway Trainmen, 206 F.2d 9 (9th Cir. 1953).[6]

The complaint in the instant case did not contain any allegation that the adoption of systemwide seniority on June 1, 1957, rather than on May 28, 1959, when the contract was executed, was the result of hostile discrimination against the appellants. The complaint nowhere alleges that the union representatives had a bad faith motive, intent or purpose in selecting June 1, 1957, rather than May 28, 1959. The complaint herein alleged that the adoption of system seniority as to the appellants was "arbitrary", "capricious" and "unreasonable." In *Colbert v. Brotherhood of Railway Trainmen, supra*, this court held that similar conclusory words ("arbitrary", "capricious" and "fraudulent") without a concomitant showing of a lack of good faith did not set forth a claim.[7] Dismissal of the complaint was affirmed. In view of the

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boundaries was proposed which would have been favorable to No. 444 notwithstanding the referendum. A complaint of No. 666 members claimed that the amendment would discriminate against them unfairly. The court sustained the complaint, saying that a cause of action would exist if the union was "engaging in hostile discrimination against a portion of the membership of the craft, *without a good faith representation of the entire membership.*" (226 F.2d at 607). [Emphasis added.] The complaint contained a complete statement of the history of the controversy.

[6]In *Colbert*, a case factually very similar to this case, the complaint of some employees alleged that a certain agreement between their union and employer providing for a change from divisional seniority to system seniority was "arbitrary, capricious and fraudulent" since it was made retroactively effective. In *Colbert* as in this case only those employees hired during the period between retroactive application of the agreement and the signing of it were adversely affected by the change. These bare allegations were held inadequate to show a cause of action under the doctrine announced in the *Steele* and *Ford Motor Co. v. Huffman* cases, *supra*.

[7]206 F.2d at 12.

fact that this case is being treated as an appeal from the granting of a motion for summary judgment, it is unnecessary for us to decide whether, in the light of *Colbert* and the later case of *Conley v. Gibson*, 355 U.S. 41 (1957), appellants' complaint failed initially to set forth a claim upon which relief could be granted.

Nowhere in the material outside the complaint which was examined by the district court do facts or allegations appear which show or tend to show any improper motive or purposeful discrimination.[8] The

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[8] At the hearing on the motion to dismiss (or summary judgment) before the district court the following proceedings took place:

"The Court: What would be your offer of proof?

"Mr. Darwin: Our offer of proof would show through witnesses that individuals, men, operators, drivers, when they signed into the divisions on the date of employment were given, at their request and at the explanation of employer representatives as well as members of their respective divisions or, as is sometimes called 'locals,' they were told that the specific division into which they were employed would be retained by them throughout their employment if they so desired. It would show by proof that some of the men undertook runs for years—and when I say years I mean two and three years in some instances—of a less desirable nature in order to work themselves up into a position of seniority within the division to make it possible for them to then obtain a more desirable run. It would show that some of the men are still so employed and but for the requirement that they select—selection is the word under this stipulation—by April 15 make a selection of other runs they would not have been prejudiced except for this stipulation.

• • • We are not addressing ourselves to the question of internal affairs and remedies within an organization, except to indicate, as we have said in our Complaint, which will be a matter of proof, that we tried within those internal regulations and rules to get relief which we have not been able to, and that is why we are here. But that is not the gravamen of our Complaint in Court, your Honor. The complaint sets up ultimate facts. We would show following those ultimate allegations by proof that within the decisions which

entire record before this court—the complaint, stipulations, offer of proof and affidavits—does nothing more than establish that there is a difference of opinion between portions of the union membership. It is admitted that the proposals for changing seniority were submitted to the union membership and passed upon favorably by a majority thereof. As stated in *Ford Motor Co. v. Huffman, supra,*

> Inevitably differences arise in the manner and degree to which the terms of any negotiated agreement affect individual employees and classes of employees. *The mere existence of such differences does not make them invalid.* The complete satisfaction of all who are represented is hardly to be expected. [Emphasis added.][9]

The appellants herein have done nothing more than present facts showing dissatisfaction with a result adopted by a majority of the union of which the appellants are members. That portions of an electorate will be dissatisfied with the result of an election is a fact inherent in the democratic process and the principle of majority rule.

The appellants in their brief on appeal state the general principle within which they seek to come in the following manner:

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have been in some instances cited by both sides, capricious, arbitrary action has been taken over what would on the surface seem to be the facade of collective agreements and bargaining."

It is evident that no facts indicating or tending to indicate any hostile discrimination or bad faith were offered. We do not imply that making such assertions in an offer of proof would in and of itself have been sufficient to warrant a denial of summary judgment.

[9] 345 U.S. at 338. See text accompanying note 3 *supra.*

> The political strength or weakness of a group is not a proper basis for discrimination as between groups of employees. That is, a modification of seniority which favors a majority group over a minority and has no other rational basis would fail to meet the test of fairness required by a union in representing its members.[16]

The stipulated facts before this court amply demonstrate that there was a "rational basis" upon which to select June 1, 1957, as the date for beginning system seniority. On June 1, 1957, the merger between Greyhound Corporation and Pacific Greyhound Lines took place. As a result Western Greyhound Lines (as a division of Greyhound Corporation) came into existence operating in the territory formerly occupied by Pacific, Northwest and Northland Greyhound Lines. June 1, 1957, was the first time when all the employees in this territory were employed by a single employer. The date for creating system seniority was the same date when the system itself was created. Moreover, after the creation of Western Greyhound Lines the employees from January 10, 1958, were represented for collective bargaining purposes by a single entity, the Council, whereas before that time the employees were represented by several locals or divisions. Thus, employees hired before the creation of the single system were not affected by the change in seniority; those hired after the system was created

[16] Appellants relied on the *Fergo* case, note 4 *supra*, as authority for the quoted proposition. However, the facts disclosed by the record in this case do not show that there was any discriminatory action in favor of one politically stronger local or faction of the union against a politically weaker local or faction. Reliance upon *Fergo* in this case is misplaced.

had seniority on a systemwide basis. It thus appears to us that the stipulated facts conclusively illustrate the presence of the "rational basis" which appellants contend is necessary.

We are not unaware of the rule that summary judgment is not to be granted unless no genuine issue as to any material fact is presented to the court.[11] However, we are of the opinion that appellants have not met the required standard. No genuine issue of material fact is presented by the record in this case. There are no allegations of bad faith or purposeful discrimination against appellants. Nor are there any facts alleged from which we can infer the possible presence of a bad faith motive in selecting June 1, 1957, as the date for starting system seniority. Furthermore, appellants offered no facts in their offer of proof from which the presence of hostile discrimination could be detected by inference or otherwise. On the other hand, undisputed facts do appear in the stipulation of facts entered into by the parties which show that in fact there was a rational basis upon which to select June 1, 1957.

Collective bargaining representatives have broad discretion to bargain with respect to seniority rights and this discretion should not be interfered with in the absence of some showing that a change in seniority rights resulted from hostile discrimination.

Judgment affirmed.

(Endorsed) Opinion Filed May 16, 1962.

Frank H. Schmid, Clerk.

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[11] See Fed. R. Civ. P. 56(c). See also Fed. R. Civ. P. 12(e).

Appendix D

Decision No. 54875
Before the Public Utilities Commission
of the State of California

Application of The Greyhound Corporation to acquire through merger the certificates of public convenience and necessity and the operating rights which are currently issued to and held by Pacific Greyhound Lines.	Application No. 38923

OPINION

This is an application for an order approving the merger of Pacific Greyhound Lines and The Greyhound Corporation.

Pacific Greyhound Lines is a California corporation having its principal place of business in San Francisco. It is engaged in the transportation of passengers, baggage and express as a common carrier by motor vehicle in interstate and intrastate commerce in Arizona, California, Nevada, New Mexico, Oregon, Texas and Utah and, in addition, is the owner of all the outstanding stock of California Parlor Car Tours Company, a California corporation engaged in operating a passenger service in this state. Its intra-California operative rights are set forth and described in

Appendix A, as amended, to Decision No. 47907, dated November 3, 1952, in Application No. 31883, by which a new certificate of public convenience and necessity was issued to the company in lieu of all presently granted authority.

The Greyhound Corporation is a Delaware corporation having its principal place of business in Chicago, Illinois, and being authorized to do business as a foreign corporation in the State of California. It presently is operating as a common carrier of passengers in 43 states, including California, and in the District of Columbia, through the medium of six operating divisions.

The Greyhound Corporation owns approximately 98% of the outstanding common stock of Pacific Greyhound Lines. Those in control of the two corporations have concluded to merge Pacific Greyhound Lines into The Greyhound Corporation under the terms of an agreement whereby the separate corporate existence of Pacific Greyhound Lines will be terminated, its capital stock canceled and all its assets, subject to its liabilities, merged into The Greyhound Corporation, the surviving corporation. Each outstanding share of the 5% cumulative preferred stock of Pacific Greyhound Lines, par value $100 a share, not presently held by The Greyhound Corporation, will be converted into one fully paid and nonassessable share of the 5% cumulative preferred stock, series of 1954, of The Greyhound Corporation, par value $100 a share. Each outstanding share of common stock of Pacific Greyhound Lines, no par value, not held by The Greyhound

Corporation will be converted into the number of fully paid and nonassessable shares of common stock of The Greyhound Corporation, par value $3 a share, which could be purchased for $50 as of the effective date of the merger, although in no event would less than three nor more than five shares of The Greyhound Corporation's common stock be issued for each share of Pacific Greyhound Lines' common stock.

The merger is part of a program which is being undertaken by The Greyhound Corporation to integrate its operations and to simplify its corporate structure. It has been approved by the Interstate Commerce Commission and the appropriate authorization has been granted by that agency with respect to the issue of stock necessary to consummate the transaction. Upon the conclusion of the transaction, the operations which will be conducted by The Greyhound Corporation in this state will be identical with the operations now conducted by Pacific Greyhound Lines. They will be carried on with the same management, personnel, equipment, facilities and other assets as are now utilized by Pacific Greyhound Lines and under the existing rates, rules, regulations and schedules. Counsel has advised the Commission that the books and records of Pacific Greyhound Lines' operations will be maintained in San Francisco and that such operations, after the merger, will be conducted and continued, as at present, by Pacific Greyhound Lines as a division of The Greyhound Corporation.

Upon the basis of the representations thus made, we are of the opinion and so find, that the proposed mer-

ger will not be adverse to the public interest. The Greyhound Corporation is placed on notice that operative rights, as such, do not constitute a class of property which may be capitalized or used as an element of value in rate fixing for any amount of money in excess of that originally paid to the state as the consideration for the grant of such rights. Aside from their purely permissive aspect, they extend to the holder a full or partial monopoly of a class of business over a particular route. This monopoly feature may be changed or destroyed at any time by the state, which is not in any respect limited as to the number of rights which may be given.

The action taken herein shall not be construed to be a finding of the value of the rights and properties herein authorized to be merged.

ORDER

The Commission having considered the above-entitled matter and being of the opinion that a public hearing is not necessary and that the application should be granted, as herein provided; therefore,

It Is Hereby Ordered that:

1. The merger of the operative rights and properties of Pacific Greyhound Lines into The Greyhound Corporation for ownership, management and operation and the acquisition by The Greyhound Corporation of control of California Parlor Car Tours Company through ownership of capital stock, be, and they hereby are, approved and authorized.

2. On not less than five days' notice to the Commission and to the public, effective concurrently with the consummation of such transfer, applicants shall supplement or reissue the tariffs and timetables on file with the Commission naming rates, rules, regulations and schedules governing the operations here involved to show that Pacific Greyhound Lines has withdrawn or canceled and The Greyhound Corporation has adopted or established, as its own, said rates, rules, regulations and schedules.

3. The authority herein granted will become effective twenty days after the date hereof.

Dated at San Francisco, California, this 22nd day of April, 1957.

Peter E. Mitchell
President
Ray E. Untereiner
Matthew J. Dooley
Commissioners

(Seal)
Certified as a True Copy
Noël Coleman
Assistant Secretary
Public Utilities Commission
State of California